

AGREEMENT FOR CONTINUING COOPERATION
CONCERNING RAIL TRANSPORTATION INVOLVING
THE FEDERAL RAILROAD ADMINISTRATION,
THE NATIONAL RAILROAD PASSENGER CORPORATION AND
THE JAPANESE NATIONAL RAILWAYS

- I. The Federal Railroad Administration (FRA), the National Railroad Passenger Corporation (Amtrak) and the Japanese National Railways (JNR) (hereinafter referred to as the Parties) having enjoyed a successful and mutually beneficial cooperative relationship over the past seven years under the 1978 Aide Memoire between the U.S. Government and the Government of Japan, under which the Japanese National Railways provided technical assistance to the Northeast Corridor Improvement Project (NECIP), and realizing that they face common problems relating to the safe, efficient and economical operation of rail transportation (including the NECIP) with respect to which continuing exchange of experience would be useful, hereby agree to maintain a continuing cooperative relationship in their mutual interest as hereinafter described.
- A. JNR will continue to maintain a team of specialists in the United States. This team shall relate equally to FRA and to Amtrak, and shall be augmented from time-to-time by the visits of additional specialists.

- B. The Parties shall develop a quarterly work program outlining activities expected to be performed in the next quarter. Each such work program shall be considered to be an integral part of this Agreement.
- C. JNR agrees to receive teams of U.S. specialists on a mutually agreed basis.
- D. The Parties expect that the primary areas of mutual interest under this Agreement will be: completion of NECIP work including centralized electrification and traffic control (CETC), electric traction (ET) rehabilitation and conversion, signal installation and equipment maintenance; methods of operating and improving rail passenger service; and management and regulation of rail freight and passenger service.
- E. JNR agrees to keep FRA closely informed on all activities of JNR's Washington team, and agrees that its Washington team shall conduct no activities incompatible with its relationship with FRA and Amtrak.

II. For the purpose of this Agreement, the respective Coordinators for the Parties are:

For FRA: Associate Administrator for Passenger and
Freight Services

For Amtrak: Vice President for Operations and
Maintenance

For JNR: Washington Representative

III. FUNDING

In order to carry out the provisions of this Agreement, each Party will, as a general rule, bear the cost of the work carried out by its own personnel in the performance of agreed activities, including the cost of travel of its specialists. However, nothing in this Agreement shall prevent other arrangements for funding to be made on a case-by-case basis by mutual agreement of the concerned Parties. All program activities under this Agreement will be subject to the applicable laws and regulations of each country and the availability of funds.

IV. DISCLOSURE OF INFORMATION

In connection with exchanges of technical data among the Parties, any conditions or limitations placed upon further dissemination of the data by the Party providing it will be respected by the other(s) in accordance with applicable domestic laws.

V. LIABILITY

The Parties will make a best effort to ensure the accuracy of all data, but the accuracy of such data is not guaranteed. Each Party will use the other's data at its own risk and may not hold the other Party responsible in the event of claims arising out of the use of said data.

VI. DURATION

This Agreement shall enter into force upon signature and shall remain in force until terminated by any Party upon six months' written notice to the other Parties.

Done at Washington, this _____ day of _____, 1986, in triplicate, in the English language.

FEDERAL RAILROAD ADMINISTRATION

BY: _____

NAME: John H. RileyTITLE: AdministratorDATE: June 23, 1986

NATIONAL RAILROAD PASSENGER CORPORATION

BY: W. Graham Claytor, Jr.NAME: W. Graham Claytor, Jr.TITLE: PresidentDATE: June 9, 1986

JAPANESE NATIONAL RAILWAYS

BY: T. SugiuraNAME: Takaya SugiuraTITLE: PresidentDATE: August 29, 1986